

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
CENTRAL DIVISION

DAVID SALMON, ANGELA LANDERS,
BILLY TATE and PAULA BYRUM, Each Individually
and on Behalf of All Others Similarly Situated

PLAINTIFFS

VS.

NO. 4:19-CV-768 BSM

XTO ENERGY, INC.

DEFENDANT

**JOINT MOTION FOR APPROVAL OF FLSA LIABILITY SETTLEMENT
AND PARTIAL DISMISSAL WITH PREJUDICE**

COME NOW Named Plaintiffs David Salmon, Angela Landers, Billy Tate and Paula Byrum, individually and on behalf of others similarly situated, and Defendant XTO Energy Inc. (“XTO”), by and through undersigned counsel and, for their Joint Motion for Approval of FLSA Liability Settlement and Partial Dismissal with Prejudice, state:

1. Named Plaintiffs allege in their Original, First Amended, and Second Amended Complaints that XTO violated the Fair Labor Standards Act (FLSA) and the Arkansas Minimum Wage Act (AMWA) by not paying them and others similarly situated overtime for certain work performed while on-call and during unpaid lunch breaks.

2. The Court conditionally certified a collective action, and three Opt-In Plaintiffs filed timely consent to join forms during the Court-approved notice period. Named Plaintiffs and Opt-In Plaintiffs (collectively “Plaintiffs”) calculated their estimated overtime wages due for alleged unpaid on-call work.

3. Following extensive negotiations and sharing of information, the Parties have reached an agreement to resolve any and all wage-related liability claims that were made or could have been made by Plaintiffs in this action, subject to the Court's approval of the Parties' executed Collective Action Settlement Agreement and Release (the "Agreement") attached as Exhibit 1 to this Joint Motion.¹

4. The Agreement, if approved, will result in XTO paying to Plaintiffs their individual amounts calculated in the manner set forth in the brief filed in support of this Joint Motion and as reflected in Appendix A to the Agreement. *See* Exhibit 1, Appendix A.

5. The Agreement specifically excludes a release of Plaintiffs' claims for attorneys' fees and costs, which will be resolved by a separate motion or agreement, because the Parties have yet to resolve the issue of fees and costs. *See* Exhibit 1.

6. The Parties believe the Agreement is a fair and reasonable compromise of contested issues.

7. Upon approval of the Agreement, the Court should dismiss Plaintiffs' claims for unpaid wages with prejudice and retain jurisdiction to enforce the terms of the Agreement and to decide the issue of attorneys' fees and costs.

8. This Joint Motion is supported by a contemporaneously filed brief.

WHEREFORE, the Parties respectfully request that the Court approve their executed Collective Action Settlement Agreement and Release, dismiss Plaintiffs' unpaid wage claims with prejudice, and retain jurisdiction to enforce the terms of the Agreement and to decide the issue of attorneys' fees and costs.

¹ Named Plaintiff Angela Landers recently changed her name to Angela Hill.

Respectfully submitted,

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